

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W91236-17-R-0003	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	08-Nov-2016	1 OF 62

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY		CODE	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i>		CODE
USA ENGINEER DISTRICT, NORFOLK 803 FRONT STREET NORFOLK VA 23510-1096		W91236	See Item 7		
TEL:		FAX: 757-201-7183			TEL:
9. FOR INFORMATION CALL:	A. NAME KEVIN E COMEGYS		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i>		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

Solicitation Number W91236-17-R-0003 for the construction of an Access Control Point at DLA Richmond, VA.

This project is for the construction of an Access Control Point at DLA Richmond, VA

The magnitude of construction for this project is between \$5,000,000 and \$10,000,000.

The NAICS Code applicable to this procurement is 236220 - Commercial and Institutional Building Construction.

The Bid / Performance / Payment bonds were revised in August 2016 - Contractors must use the correct forms.

This is an competitive 8(a) acquisition.

11. The Contractor shall begin performance within 10 calendar days and complete it within 913 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See FAR 52.211-10 _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in Item 8 by 12:00 PM (hour) local time 08 Dec 2016 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>											
OFFER (Must be fully completed by offeror)											
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>						
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>						
					See Item 14						
CODE		FACILITY CODE									
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>											
AMOUNTS		SEE SCHEDULE OF PRICES									
18. The offeror agrees to furnish any required performance and payment bonds.											
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>											
AMENDMENT NO.											
DATE											
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE			
AWARD (To be completed by Government)											
21. ITEMS ACCEPTED:											
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA									
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)						
26. ADMINISTERED BY			CODE					27. PAYMENT WILL BE MADE BY:			CODE
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE											
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.						
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>						
30B. SIGNATURE			30C. DATE		TEL:			EMAIL:			
					31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE			

Section 00 01 10 - Table of Contents

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	All Full Size Drawings	82	09-AUG-2016
Attachment 2	RACP FY15 DSCR1501 Specs Vol 1	470	09-AUG-2016
Attachment 3	RACP FY15 DSCR1501 Specs Vol 2	714	09-AUG-2016
Attachment 4	PRO-16 Plan Approval	2	

Section 00 11 00 - SF 1442 and CLIN Schedule

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DSCR Access Control Point FFP Base Bid - All work related to the construction of the DSCR Access Control Point, complete, as shown on the drawings and specifications. FOB: Destination	1	Job		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option FFP Option Bid - Unit price for 50 cubic yards of trench over-excavation and replacement with compacted imported suitable fill material, beyond the requirements specified in the project drawings and specifications. Exclusive of CLIN 0001 and 0003. FOB: Destination	50	Cubic Yard		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		20	Cubic Yard		

OPTION Option
 FFP
 Option Bid - Unit price for 20 cubic yards of additional bulk excavation and
 replacement with compacted imported controlled structural fill, beyond the
 requirements specified in the project drawings and specifications. Exclusive of
 CLIN 0001 and 0002
 FOB: Destination

NET AMT

Section 00 21 00 - Instructions, Conditions & Notices to Offerors

NOTICE TO OFFERORS

NOTICE TO OFFERORS

A. Project Overview:

The contractor shall provide all labor, equipment, tools, materials, transportation, management, supervision and other items and services necessary to build a standard design Access Control Point to include: Gate House, guard booths, inspection canopies and search area shelter, roadways, parking, lighting, traffic control signals, passive and active vehicle barriers with comprehensive control systems, information systems, fire protection, alarm systems, Intrusion Detection System Installation, and Energy Monitoring Control Systems connection. This project will be constructed on a constrained site with limited and controlled physical access and restricted/limited laydown area; and adjacent to an active client operation directly adjacent to or surrounded by activities or normal operations which cannot be stopped or eliminated during construction.

B. OFFEROR'S QUESTIONS AND COMMENTS

Note: All questions and/or comments should reach the above referenced Contracting Office via ProjNet no later than 30 November 2016 in order that they may be given consideration or actions taken prior to receipt of offers. ProjNet will close at 8am EST on 30 November 2016.

Specific instructions:

1. Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://www.projnet.org/projnet>.
2. To submit and review inquiry items, offerors will need to be a current registered user or self-register into system. To self-register go to web page, click BID tab select Bidder Inquiry, select agency USACE, enter Key for this solicitation listed below, and your e-mail address, click login. Fill in all required information and click create user. Verify that information on next screen is correct and click <continue>. From this page you may view all inquiries or add inquiry. Offerors will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.
3. The Solicitation Number is : W91236-17-R-0003
4. The Bidder Inquiry Key is: CM9XRD-QPMMFY
5. The Bidder Inquiry System will be unavailable for new inquiries 10 days prior to proposal submission in order to ensure adequate time is allotted to form an appropriate response and amend the solicitation, if necessary.
6. Offerors are requested to review the specification in its entirety, review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.
7. The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

C. AWARD TO RESPONSIBLE OFFEROR

In accordance with FAR Subpart 9.1, the Contracting Officer will perform an affirmative responsibility determination to ensure that the Offeror has (a) adequate financial resources to perform; (b) ability to comply with the required performance schedule; (c) a satisfactory performance record; (d) a satisfactory record of integrity and business ethics; (e) the necessary equipment and facilities to perform or the ability to obtain them; and (f) be otherwise qualified and eligible to receive award.

D. WAGE DETERMINATION:

The Davis Bacon Act is applicable to this solicitation.

E. CONTRACT TERM:

This contract has one (1) base CLIN and two (2) option CLINs not to exceed 913 days.

F. SMALL BUSINESS ADMINISTRATION (SBA):

The assigned SBA Requirement Number is **0304/16/608101**

G. EVIDENCE OF AUTHORITY TO SIGN OFFERS

Evidence of the authority of individuals signing offers to submit firm offers on behalf of the offeror is required except where the offer is signed, and shows that it is so signed, by: the President, Vice-President, or Secretary of an incorporated offeror; a partner in the case of a partnership; or the owner in the case of a sole proprietorship. Failure to submit with the offer satisfactory evidence of the authority of all other persons may be cause for rejection of the offer as invalid or nonresponsive.

H. PREAWARD SAFETY CONFERENCE

(1) Where an apparent successful offeror, in performance of contracts during the previous three-year period, incurred one or more accidents, or where, in the opinion of the Contracting Officer, there is any question regarding this compliance with any safety or accident prevention requirement, such bidder, on request of the Contracting Officer prior to any award under this solicitation, shall attend a conference with representatives of the Contracting Officer to discuss any such accidents or non-compliance, the reason for their occurrence, and measures which will be taken to preclude any recurrence thereof.

(2) Information elicited at this conference will be used by the Contracting Officer, in conjunction with other information obtained in a preaward survey, in determining the offeror's responsibility.

(3) The items discussed, the preventive measures considered, and any conclusions reached in this conference shall be recorded in minutes of the meeting which will be provided within 10 days of the conference and shall be authenticated by the signatures of representatives of the bidder and the Contracting Officer, and any procedures noted therein as agreed upon shall become an obligation of the offeror, along with all other safety and accident prevention requirements of the contract, if award is made to him.

I. INSPECTION OF THE SITE

Prospective offerors are invited to attend a site visit 16 November 2016. Arrangements for inspection of the site shall be made in accordance with the guidance as provided in clause 52.236-27, entitled "SITE VISIT (CONSTRUCTION)."

J. INCURRING COSTS

The Government is not liable for any costs incurred by the offeror submitting an offer in response to the this solicitation.

K. AGENTS

Offers signed by an Agent must be made in the name of the Principal and must be accompanied by evidence of said Agent's authority to act on behalf of its Principal.

L. UNBALANCED BIDS

Any offer which is materially unbalanced as to prices for the Base Items and the Optional Items may be rejected as non-responsive or otherwise not considered for award. An unbalanced offer is one which is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

M. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT OR OTHER PERSONNEL

The contractor shall not accept instructions issued by any person, employed by the U.S. Government or otherwise, other than the Contracting Officer or the Authorized Representative of the Contracting Officer acting within the limits of his/her authority as defined in the Designation of Authority letter. A copy of the Designation of Authority letter will be furnished to the contractor at time of contract award.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	913 dys. ADC	1	N/A FOB: Destination	
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on

the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) The Government request a price breakdown (i.e., labor, equipment, and material) as backup to the pricing provided in the CLIN Schedule. The breakdown shall set forth a summary of the total estimate costs by cost element and major subcontractor for the proposal cost of each CLIN separately, including all direct and indirect charges, fee, profit, and overhead. The price breakdown shall be submitted in Excel format in a sealed envelope marked "Price Breakdown Information". The price breakdown is required to be submitted no later than three (3) working days following the date of request by the Contracting Officer. This information is required for the initial price proposal as well as any revised price proposals.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements , of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
28%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Defense Logistics Agency Defense Supply Center Richmond (DSCR) Richmond, VA.**

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the

offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

16 Nov 2016 – 10:00am

(c) Participants will meet at—

Project Site – Route 301 Jeff Davis Hwy.
North Feeder Rd.

(End of provision)

Section 00 22 11 - Proposal Submission Requirements, Evaluation Criteria, Basis of Award

PROPOSAL SUBMISSION REQUIRE**Section 00 22 11****1. OVERVIEW**

This is a Best Value Lowest Price Technically Acceptable (LPTA) solicitation for the construction of an Access Control Point at the Defense Logistics Agency located in Richmond, VA.

2. BASIS OF AWARD

The Contracting Officer/Source Section Authority will award a firm fixed-price contract based on the best overall (i.e., best value) proposal that is determined to be technically acceptable to the Government in accordance with LPTA evaluation procedures and has the lowest evaluated price. To be considered technically acceptable and receive consideration for award, a rating of no less than "Acceptable" must be achieved for Factor 1 - Specialized Experience and Factor 2 - Past Performance. The Government will not award a contract to an Offeror whose proposal contains a deficiency, as defined in FAR 15.001. Factor 3 – Price will not be rated or scored, but will be evaluated for fairness and reasonableness through use of a price analysis.

3. FACTORS TO BE EVALUATED

3.1 Proposal Evaluation: The proposal will be evaluated on an "Acceptable" / "Unacceptable" basis using the following evaluation factors:

3.1.1 Factor 1 - Specialized Experience: Each Offeror's documented specialized experience will be reviewed to determine if the Offeror demonstrates recent and relevant specialized experience meeting or exceeding the minimum requirements and criteria set out in the solicitation.

3.1.2 Factor 2 - Past Performance: Each Offeror's past performance will be reviewed to determine if the Offeror's performance record supports a reasonable expectation that the Offeror will successfully perform the required effort.

3.1.3 Factor 3 - Price: The resulting award will be a firm fixed-price contract. Price reasonableness will be utilized in the evaluation of the firm-fixed price effort.

3.2 Price Proposal Evaluation: The LPTA procedure is applied to known firm requirements, usually readily available in the commercial marketplace, where a fair and reasonable price determination is based on adequate competition. Therefore, price analysis will normally be used to determine the total evaluated price to support the selection of the lowest price, technically acceptable offeror. Although in exceptional cases when the determination of a fair and reasonable price requires additional information, the Contracting Officer may conduct a cost analysis to support the determination of whether the proposed price is fair and reasonable.

3.3 Source Selection Decision: The award will be made to the lowest price Offeror who submits a proposal that is otherwise "acceptable" when reviewed against all of the evaluation factors outlined in the RFP.

4.0 PROPOSAL SUBMISSION

4.1 Any legally organized Offeror who agrees to follow the conditions of the RFP may submit a proposal.

4.2 Do not submit any materials not required by this solicitation (such as company brochures, etc).

4.3 Offerors shall submit their proposal packages to US Army Corps of Engineers, Norfolk District at the address shown in Block 7 of the Standard Form 1442. Proposals must be received in the Norfolk District not later than the time and date specified in Block 13 of Standard Form 1442.

4.4 The Government is not liable for any costs incurred by the Offerors submitting an offer in response to this solicitation.

4.5 Offerors are cautioned that “parroting” of the requirements with a statement of intent to perform **does not** reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of their proposal. **Failure to provide sufficient detail may result in an unacceptable rating.** Proposals received will be considered proprietary information and shall be clearly marked as such by the Offeror.

4.6 *Proposal Submission Requirements:*

4.6.1 The Offeror’s proposal shall consist of two (2) volumes. They are Volume I – Performance Capability and Volume II – Price and Pro Forma Information. The proposal shall not contain classified data. The use of hyperlinks in proposals is prohibited.

4.6.2 Each volume of the proposal shall be submitted in a separate three-ring binder with a table of contents and tabbed section dividers in accordance with paragraphs 5.1 and 5.2. The cover of each volume shall be labeled with the project name, installation name, solicitation number, volume number, and the Offeror’s name. Submit one (1) original and four (4) copies of Volume 1 and submit one (1) original and one (1) copy of Volume 2. The original hardcopy of each volume shall be clearly marked “Original” and the original signatures shall be in blue ink. Copies of each volume shall be clearly marked as “COPY XX of XX”. In addition to the hard copy proposals, submit one (1) electronic, non-editable, copy of each volume on a separate CD ROM labeled to match its respective hard copy volume.

4.6.3 The proposal shall be submitted in an 8-½ inch x 11 inch format (except that tables and graphic representations may be submitted on folded 11 inch x 17 inch pages). Pages may be single-sided or double-sided and shall be numbered. Text shall have a minimum twelve (12) point Arial or Times New Roman font. No proposal information may be included by reference. Volume I of the proposal shall be limited to no more than 75 pages, excluding Past Performance Questionnaires which are not included in the page count. Text printed on two sides of a page will be counted as two (2) pages. There are no page limitations for Volume II of the proposal.

4.6.4 Any pages that are changed as a result of negotiations or proposal revisions should be of a different color and have changed information clearly marked by a vertical line in the right margin of the page. The revised pages shall be dated.

4.6.5 All pages of each volume shall be appropriately numbered and identified by the complete project name, installation name, solicitation number, and the Offeror’s name in the header and/or footer. A Table of Contents should be created using the Table of Content feature in MS Word. MS Word (doc) files shall use the following page setup parameters:

Margins – Top, Bottom, Left, Right – 1”

Gutter – 0”

From Edge – Header, Footer 0.5”

Page Size, Width – 8.5”

Page Size, Height – 11”

NOTE: 11 inch X 17 inch folded pages are acceptable for tables/graphic representations and will be counted as one page.

The following additional restrictions apply:

a. File Packaging. PDF Files shall be submitted in read-only format. All price breakdown information shall be submitted in Microsoft Office Excel Read/Write format and viewable in Microsoft Excel 2007 to aide in the cost/price evaluation. Each Offeror is responsible for ensuring that the hardcopy is consistent with the electronic copy of the proposal. In the event of any conflict between the electronic and hard copy submissions, the hard copy submission will govern and will be the material upon which the Government will base its evaluation and ultimately, its decision.

b. Content Requirement. All information shall be confined to the appropriate volume. The Offeror shall confine submissions to essential matters, sufficient to define the proposal in a concise manner and to permit a complete and accurate evaluation.

5.0 PROPOSAL INFORMATION AND RELATED EVALUATION FACTORS

5.1 VOLUME 1 – PERFORMANCE CAPABILITY

<u>Factor</u>	<u>Location</u>	<u>Description</u>
	TAB A	SF 1442 and Proposal Data Sheet (Included at Attachment 1, Section 00 22 11)
Factor 1	TAB B	Specialized Experience
Factor 2	TAB C	Past Performance

5.2 VOLUME 2 – PRICE AND PRO FORMA INFORMATION

<u>Factor</u>	<u>Location</u>	<u>Description</u>
FACTOR 3	TAB A	Price (Standard Form 1442 and Contract Line Item Schedule)
N/A	TAB B	Bid Guarantee
N/A	TAB C	Required Pre-Award Information

6.0 EVALUATION APPROACH – VOLUME 1 – PERFORMANCE CAPABILITY

All proposals will be subject to evaluation by the Source Selection Evaluation Board (SSEB).

6.1 The overarching evaluation approach for all factors is as follows:

6.1.1 Adequacy of Response. The Government will evaluate the proposal to determine if, based on the Offeror's record of specialized experience and past performance, it has a reasonable expectation that the Offeror will be able to successfully perform the required effort.

6.2 TAB B – FACTOR 1 – SPECIALIZED EXPERIENCE

6.2.1 SUBMISSION REQUIREMENTS:

6.2.1.1 The Offeror and key subcontractor(s) (if being proposed) shall each demonstrate recent, relevant experience on similar projects, using the form provided in Attachment 2, entitled "Company Specialized Experience – Offeror or Key Subcontractor." The Offeror is defined as the company or firm that is proposed to serve as the prime contractor under the contract. A key subcontractor is defined as any subcontractor that the Offeror plans to use to perform any of the key features of work identified in paragraphs 6.2.2.3.a thru 6.2.2.3.d below. If the Offeror plans to use a key subcontractor(s), then each key subcontractor(s) shall provide a Letter of Commitment on key subcontractor letterhead following the format provided in Attachment 3, entitled "Letter of Commitment of Key Subcontractor."

6.2.1.2 If the Offeror is a joint venture, the proposal shall describe the role that each firm in the joint venture will play in executing the project. The demonstrated experience may come from any of the entities involved in the venture so long as they served as a prime contractor on the example project.

6.2.1.3 When proposing as a joint venture, all members of the joint venture shall sign the SF 1442 and the bid bond unless a written agreement by the joint venture is furnished with the proposal designating one firm with the authority to bind the other member(s) of the joint venture. In addition, a copy of the joint venture agreement shall be submitted with the proposal. Failure to comply with this requirement may eliminate the proposal from further consideration.

6.2.1.4 In the case of mentor/protégé relationships, the relationship must be established by the partners and approved by the Contracting Officer prior to proposal submission. Once the relationship has been approved, the demonstrated experience of the Offeror can come from any of the entities involved in the relationship. **The approved mentor/protégé document from the Contracting Officer must be submitted along with the teaming agreement.**

6.2.1.5 If after award, any key subcontractor(s) identified in the proposal is not able to fulfill this obligation, replacement key subcontractor(s) with equal or better skills and experience shall be presented for acceptance and approval by the Contracting Officer. Replacement key subcontractor(s) for this solicitation shall be required to have the qualifications and experience meeting or exceeding those identified in the proposal. The Offeror shall obtain the Contracting Officer's written consent before making any substitution for these designated subcontractors.

6.2.1.6 If any firm included in the proposal, either as a joint venture partner, prime contractor, or key subcontractor(s) has multiple divisions, units, or functions, then the Government will consider only project examples performed by the division, unit, or function submitting the offer.

6.2.1.7 The Offeror and key subcontractor(s) (if being proposed) may submit no more than twelve (12) project examples to demonstrate the **type/scope** key features of work and **complexity** attributes identified in the Evaluation Criteria.

6.2.1.8 The Government will consider submitted projects involving contracts with private concerns, local and state governments, or the federal government.

6.2.2 EVALUATION CRITERIA:

The Government will evaluate the example projects submitted by the Offeror and key subcontractor(s), if applicable, to determine if they demonstrate recent, relevant Specialized Experience as specified below:

6.2.2.1 **Recent.** For a submitted project to be considered “Recent” it shall be well underway; i.e., at least 80% construction progress complete, or has been completed within the ten (10) years preceding the date of this Solicitation. A project that does not meet the definition of “recent” will not be considered by the Government.

6.2.2.2 **Relevant.** The Offeror’s submitted projects will be considered “Relevant” if taken together they clearly demonstrate the requirements for “similar in type/scope” and “similar in complexity” defined below.

6.2.2.3 **Type/Scope.** Submitted projects must demonstrate “similar in **type/scope**” key features of work in accordance with the following criteria:

- a. Roadway construction while maintaining two-way traffic flow through the construction site.
- b. Active vehicle barriers (K-12 or M50 rated type) and associated safety and control system.
- c. Passive vehicle barriers (K-4, K-8, K-12, M30, M40, or M50 rated type) with the project(s) having a crash-rated cable-based passive barrier system or a crash-rated fence barrier system.
- d. Gatehouse or similar structure. Similar structure would include any structure that is built of the same general materials and methods of construction and is at least 800 sq-ft in size. Pre-manufactured structures do not meet this requirement.

The Offeror and key subcontractor(s) (if being proposed) each shall submit **three (3)** project examples for each key feature of work identified in paragraphs a. thru d. above. A single project may, but need not, demonstrate more than one key feature of work.

If the Offeror plans to self-perform any of the above key features of work, then the Offeror must demonstrate having self-performed this type of work on their example projects. If the Offeror does not plan to self-perform this work, then the Offeror’s key subcontractor(s) shall demonstrate this experience on their submitted projects.

Failure to submit **three (3)** project examples for each key feature of work identified in paragraphs a. thru d. above will result in a “Deficiency” rendering the proposal “Unacceptable” for Factor 1 and ineligible for award.

6.2.2.4 **Complexity.** Submitted projects must demonstrate “similar in **complexity**” attributes in accordance with the following criteria:

a. Construction within a constrained site. A constrained site is defined as a site with limited and controlled physical access and restricted and/or limited laydown space. A constrained site requires the contractor to exercise sufficient control of construction operations to facilitate progress while maintaining the normal construction requirements for access, workers and materials, and laydown areas.

b. Construction adjacent to an active client operation. This requirement is described as work completed within an active military or government installation or commercial site directly adjacent to or surrounded by activities or normal operations which cannot be stopped or eliminated during construction.

The Offeror and key subcontractor(s) (if being proposed) each shall submit **two (2)** project examples for each **complexity** attribute identified in paragraphs a. thru b. above. A single project may, but need not, demonstrate more than one complexity attribute.

Failure to submit **two (2)** project examples for each **complexity** attribute identified in paragraphs a. thru b. above will result in a “Deficiency” rendering the proposal “Unacceptable” for Factor 1 and ineligible for award.

6.2.2.5 The Offeror shall demonstrate having been a prime contractor or joint venture partner on a minimum of **two (2)** of the submitted projects.

6.2.2.6 Offerors are reminded that “parroting” of the requirements with a statement of intent to perform does not reflect an understanding of the requirement or capability to perform. Offerors are responsible for including sufficient details in the description of a submitted project to demonstrate the key feature of work or attribute pertinent to the evaluation criteria for which the project is submitted. For example, for a project submitted to demonstrate construction adjacent to an active client operation, the project description must describe in what particulars or respects the submitted project was responsive to that evaluation criteria. Failure to provide sufficient detail will result in a “Deficiency” rendering the proposal “Unacceptable” for Factor 1 and ineligible for award.

6.2.2.7 Failure to provide a Key Subcontractor Letter of Commitment, if applicable, will result in a “Deficiency” rendering the proposal “Unacceptable” for Factor 1 and ineligible for award.

6.2.2.8 Failure to provide an approved **mentor/protégé document**, if required, will result in a “Deficiency” rendering the proposal “Unacceptable” for Factor 1 and ineligible for award.

6.2.3 FACTOR 1 SPECIALIZED EXPERIENCE RATING:

Specialized Experience Ratings	
Rating	Description
Acceptable	Proposal meets the requirements of the solicitation.
Unacceptable	Proposal does not meet the requirements of the solicitation.

Acceptable – Proposal meets the requirements of the solicitation. An Offeror will be rated "Acceptable" if the Offeror and key subcontractor(s) (if being proposed) demonstrate specialized experience in accordance with the requirements for recent and relevant projects as described above.

Unacceptable – Proposal does not meet the requirements of the solicitation. An Offeror and/or key subcontractor(s) (if being proposed) will be rated "Unacceptable" if they do not demonstrate specialized experience in accordance with the requirements for recent and relevant projects as described above.

A proposal receiving an “Unacceptable” for Factor 1 – Specialized Experience will be ineligible for award.

6.3 TAB C – FACTOR 2 – PAST PERFORMANCE

6.3.1 SUBMISSION REQUIREMENTS:

6.3.1.1 The past performance evaluation is an assessment of the Offeror’s probability of meeting the solicitation requirements. The past performance evaluation considers each Offeror’s demonstrated recent and relevant record of performance delivering construction requirements consistent with the solicitation.

6.3.1.2 The Offeror and key subcontractor(s) (if being proposed) shall each submit a Past Performance Questionnaire for each of their example projects submitted under Factor 1 - Specialized Experience in order for the Government to obtain those clients' observations on the Offeror’s and key subcontractor(s)’ past

performance. The questionnaire, along with the instructions for completing the questionnaire, is provided in Attachment 4. If the Offeror or key subcontractor(s) is unable to obtain a completed PPQ from a client for a project, they shall at a minimum complete blocks 1-6 of the PPQ and submit it with the proposal.

6.3.1.3 The Government will assess the past performance of the projects submitted for consideration under Factor 1 - Specialized Experience. As discussed above, Offerors and key subcontractor(s)' (if being proposed) are required to submit questionnaires for all projects submitted under Factor 1 - Specialized Experience in order for the Government to obtain those clients' observations on the Offeror's and key subcontractor(s)' past performance. Accordingly, the past performance evaluation will be based upon an evaluation of the projects submitted for consideration under Factor 1 - Specialized Experience.

6.3.1.4 In addition to the information outlined above, Offerors must also provide information with respect to all projects performed within the last ten (10) years in which they were issued a final performance appraisal of Marginal, Poor, Unacceptable, or Unsatisfactory, along with an explanation of such rating, or in which it was issued a Cure Notice or Show Cause. **If no such ratings have been received or the Offeror has not been issued a Cure Notice or Show Cause within the last ten (10) years, the Offeror must include a statement in their proposal so stating.**

6.3.2 EVALUATION CRITERIA:

6.3.2.1 There are two aspects to the past performance evaluation. The first is to evaluate whether or not the Offeror's and key subcontractor(s)' past performance is "recent" and "relevant." As discussed under Factor 1 - Specialized Experience, "recent" projects shall include only projects that are well underway, i.e. (at least 80% construction completed) or completed within the ten (10) years preceding the date of this Solicitation. The Government will assess "relevance" by applying the evaluation criteria defined under Factor 1 - Specialized Experience.

6.3.2.2 The second aspect of the past performance evaluation is to determine how well the contractor performed on the submitted projects. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the Offeror's or key subcontractor(s)' past performance on past contracts. Rather, the past performance evaluation process gathers information from customers on how well the Offeror and key subcontractor(s) performed those past contracts. Owners/references may be asked to comment on items such as quality of construction, timeliness, management of the work, subcontractor management, including timely payment to subs or suppliers, safety, relations between owner and contractor, level of support for such things as as-built documentation, O&M manuals, training, correcting construction errors, warranty work, etc.

6.3.2.3 The Government reserves the right to verify past performance by reviewing the Contractor Performance Appraisal Reporting System (CPARS) or other DOD or Government appraisal systems. The Government may check any or all cited references to verify supplied information. The Government reserves the right to conduct telephone interviews with points of contact identified in the proposal, and/or to review other recent projects rated in CPARS, review and/or contact Offeror furnished references, or to review personal knowledge. The Government reserves the right to verify past performance by contacting and interviewing the points of contact. If the listed reference is not available, the Government reserves the right to interview other individuals acting for the listed reference.

6.3.2.4 Each entity (firm) will be rated on its own performance or that of its predecessor, if relevant. If any firm has multiple functions or divisions, the Government will only evaluate past performance of the division or unit submitting the offer.

6.3.2.5 The Government will not release information from telephone interviews, if conducted, to the Offeror at any time, in order for the Government to solicit candid, unbiased interview comments.

6.3.2.6 If the CPARS or other DOD or Government appraisal systems do not contain overall or interim ratings for some or all of the projects submitted under Factor 1 - Specialized Experience, satisfactory/acceptable or better past performance may be demonstrated for each unrated similar project by a satisfactory/acceptable or better evaluation in the past performance evaluation telephone interviews.

6.3.2.7 If the Offeror received a final performance rating of Marginal, Poor, Unacceptable, or Unsatisfactory within the last ten (10) years, the Offeror may be rated “Unacceptable” for Factor 2 which would render the proposal ineligible for award.

6.3.3 FACTOR 2 – PAST PERFORMANCE RATING:

Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the Offeror’s performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror’s performance record is unknown. (See Notes 1 and 2 below.)
Unacceptable	Based on the Offeror’s performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

Note 1: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or not sufficient to conduct a meaningful past performance rating, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “Acceptable.”

Note 2: Acceptable past performance is demonstrated by: (1) An overall rating of at least Satisfactory or better on the Past Performance Questionnaire, Attachment 4, (2) An overall rating of at least Satisfactory or better in the CPARS or other DOD or Government appraisal systems, or (3) Past Performance Evaluations from telephone interviews of Satisfactory/Acceptable or better.

A proposal receiving an “Unacceptable” rating for this factor will be ineligible for award.

7.0 EVALUATION APPROACH – VOLUME 2 – PRICE AND PRO FORMA INFORMATION

This volume shall consist of all information required to support proposed costs and prices as well as other required information necessary to complete the evaluation and selection processes. Certified cost and pricing data are not currently required, however, the Government reserves the right to request such data prior to award in accordance with 52.215-20 Alt IV. The Pro Forma information shall be enclosed in a separate binder labeled: “Volume 2 - Pro Forma Requirements.”

7.1 TAB A - FACTOR 3 – PRICE (STANDARD FORM 1442 AND CONTRACT LINE ITEM SCHEDULE)

7.1.1 SUBMISSION REQUIREMENTS:

7.1.1.1 The Offeror shall submit the properly filled out and executed SF 1442, along with the CLIN Schedule, containing proposed line item and total pricing. See instructions in Section 00 21 00, *“Instructions, Conditions, and Notices to Offerors.”* The Offeror shall ensure that the information submitted in this volume is consistent with and fully supports the amounts set forth in the SF 1442 and continuation sheets.

7.1.2 EVALUATION CRITERIA

7.1.2.1 The contract will be a firm fixed-price contract. Price will not be rated or scored, but will be evaluated for fairness and reasonableness through the use of a price analysis. The price evaluators will also check for appearance of unbalanced line item prices. Offerors are cautioned to distribute direct costs, such as material, labor, equipment, subcontracts, etc. and to evenly distribute indirect costs, such as job overhead, home office overhead, bond, etc., to the appropriate contract line items.

7.1.2.2 In accordance with FAR 15.404-1, Proposal Analysis Techniques, analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (a) Comparison of total proposal price(s) received in response to the solicitation;
- (b) Comparison of the proposed price received in response to the solicitation and the Independent Government Estimate;
- (c) Comparison of the proposed price received in response to the solicitation with available historical information;
- (d) Analysis of congruence between technical and price proposals to determine the reasonableness of the proposed prices as well as potential performance risk.

7.1.2.3 The RFP requires firm-fixed-price contract line items. A price reasonableness approach will be utilized by the Government to determine that the proposed prices offered are fair and reasonable.

7.1.2.4 In accordance with FAR 52.217-5, Evaluation of Options, the Government will evaluate options for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

7.1.2.5 Offers found to be unreasonably high, unrealistically low (an indication of “buy –in”), or unbalanced, may be considered unacceptable and may be rejected on that basis.

7.1.2.6 Failure to submit a Pricing Schedule and complete all contract line items may result in the Offeror’s proposal package being rejected by the Government after initial evaluation without further consideration.

7.1.2.7 The Government reserves the right to reject any and all offers.

7.1.2.8 The Government reserves the right to conduct a price realism analysis as necessary.

7.2 TAB B – BID GUARANTEE

The Offeror shall submit the Bid Bond in accordance with FAR 52.228-1 Bid Guarantee. Although this item is not rated, the Government will review the Bid Bond for legal sufficiency. The Bond must be legally sufficient.

7.3 TAB C – REQUIRED PRE-AWARD INFORMATION

In accordance with FAR Subpart 9.1, the Contracting Officer will perform an affirmative responsibility determination to ensure that the Offeror has (a) adequate financial resources to perform; (b) ability to comply with the contract duration; (c) a satisfactory performance record; (d) a satisfactory record of integrity and business ethics; (e) the necessary equipment and facilities to perform or the ability to obtain them; and (f) be otherwise qualified and eligible to receive award.

7.3.1. SUBMISSION REQUIREMENTS:

7.3.1.1 The Offeror shall submit the following information for the Contracting Officer's determination of Offeror responsibility, which includes, but is not limited to the following:

- (a) Proof of Financial Ability (Most recent financial statement covering assets and liabilities)
- (b) Number of years the firm has been in business
- (c) Name, address and telephone number of firm's bonding company
- (d) Information showing Offeror's bondability for this project. Include the bond rate.
- (e) Name, address and telephone numbers of two credit/trade references.
- (f) A list of present commitments, including the dollar value thereof, and name of the organization under which the work is being performed. Include names and telephone numbers of personnel within each organization who are familiar with the prospective contractor's performance.
- (g) A certified statement listing; (1) each contract awarded within the preceding three month period exceeding \$1,000,000.00 in value with a brief description of the contract; and (2) each contract awarded within the preceding three year period not already physically completed and exceeding \$5,000,000.00 in value with a brief description of the contract.
- (h) If the prospective contractor is a joint venture, each joint venture member will be required to submit the above defined certification.

7.3.2 EVALUATION CRITERIA:

In addition to the other proposal information, the Contracting Officer will use this information in making an affirmative responsibility determination for award to the Successful Offeror, in accordance with FAR Part 9.

8.0 EVALUATION PROCEDURES

8.1. SOURCE SELECTION EVALUATION BOARD (SSEB)

8.1.1 A SSEB will be established to conduct the evaluation of proposals received in response to this solicitation. The evaluation will be based on the content of the proposal and any subsequent discussions, as required, as well as information obtained from other sources; e.g., past performance information. The SSEB will not consider any information incorporated by reference, except as expressly allowed by this solicitation.

8.1.2 The SSEB will evaluate the proposals and assign a consensus rating for each evaluation factor using the following process. The SSEB will evaluate only those proposals passing the preliminary compliance review in

accordance with the following procedures. The Government intends to conduct a tiered evaluation approach: at the outset of its technical evaluation, the SSEB will be provided only Volume 1 containing the non-price factors for the three (3) low-priced submitted proposals, provided that a minimum of three (3) Offerors respond to the solicitation. The SSEB will be provided no information concerning the order of the proposals in terms of price.

The SSEB will conduct the technical evaluation of those three (3) proposals in accordance with the solicitation provisions. In the event that none of the initial three proposals are evaluated as technically acceptable, the SSEB will be provided additional proposals in order of next low-price in groupings to perform its technical evaluation; like the initial group, the SSEB will be provided no information concerning the order of the proposals. The SSEB will review all proposals in each grouping until a technically acceptable proposal is identified.

Once one or more proposals are deemed technically acceptable, the SSEB may proceed to prepare an SSEB report for the proposals evaluated. In lieu of the tiered evaluation approach above, if the SSA determines that discussions are required to attain a best value award, the SSEB will review all of the proposals and prepare an SSEB report for all proposals. The contracting officer will establish a competitive range in accordance with FAR 15.306(c) prior to conducting discussions. Offerors are reminded that the Government intends to award without discussions, but reserves the right to do so.

The SSEB will not be provided any matters or information relating to the price factor for any evaluated proposals.

8.1.3 The Government intends to award without discussions. Offerors are cautioned to put forth their best efforts, and to furnish all information clearly to allow the Government to evaluate proposals. Offerors should not assume that they will have an opportunity to clarify or correct anything in their proposal after submitting it.

8.1.4 A “Competitive Range” is a subjective determination of the most highly rated proposals in the event that the Government decides that discussions with Offerors are required or are considered to be in the Government’s best interests. In such an event, the Contracting Officer will establish a competitive range of all the most highly rated proposals unless the range is further reduced for purposes of efficiency. Note: in lieu of the tiered evaluation approach identified above, the Government will review all of the proposals in the event that discussions and/or price negotiations are determined to be necessary by the Contracting Officer/Source Selection Authority. In other words, all proposals received in response to the solicitation shall be evaluated in the event it is necessary to establish a competitive range.

8.1.5 If discussions are held, the Government may engage in a broad give and take with those Offerors in the competitive range, in accordance with FAR 15.306(d). The Government will provide the Offeror an advance agenda for the discussions. During discussions, the Government may ask the Offeror to further explain its proposal and to answer questions about it.

8.1.6 Upon conclusion of discussions, Offerors will be afforded an opportunity to submit their proposal revisions for final evaluation and selection.

9.0 DEFINITIONS

9.1 Deficiency: A material failure of a proposal to meet a Government requirement. A deficiency will result in an unacceptable rating and render a proposal ineligible for award.

9.2 Deviation: Proposal implies or specifically offers a deviation below the specified criteria. The offeror may or may not have called the deviation to the Government’s attention. **A deviation is a deficiency.** The proposal must conform to the solicitation requirements for award.

10.0 EVALUATION RATING SYSTEM

10.1 **General:** The Government will review the proposals and rate each evaluation factor. The SSEB will rate each proposal against the specified evaluation criteria in the solicitation requirements. They will not compare proposals at this time.

10.2 **Review Write-up:** The Government will support each “Unacceptable” rating with a narrative, separately listing all deficiencies and/or deviations.

10.2 **Rating System:** Each factor will be rated as “Acceptable” or “Unacceptable”. Proposals which receive a rating of “Unacceptable” in one or more factors will not be considered eligible for award.

SECTION 00 22 11

ATTACHMENTS

**ATTACHMENT 1
TAB A
PROPOSAL DATA SHEET**

Name of Solicitation:

Name of Offeror:

Address:

Phone:

Fax:

E-mail:

Tax ID #:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS))

Also provide any other assigned number that identifies the member firm(s) in the CCASS databases. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Nature of Association:

Firm 2:

Nature of Association:

Firm 3:

Nature of Association:

AUTHORIZED NEGOTIATORS. FAR 52.215-11

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).

[List names, titles, and telephone number of the authorized negotiator.]

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

Negotiator's E-mail:

Name of Joint Venture Partner, if applicable:

Address:

Phone:

Fax:

E-mail:

Tax ID #:

DUNS # (used for accessing the Construction Contractor Appraisal Support System (CCASS))

Also provide any other assigned number that identifies the member firm(s) in the CCASS databases. If a separate DUNS has been created for a joint venture (J-V) it must also be submitted. Provide a DUNS number for each company identified in any proposed Contractor-subcontractor association of firms. If the firm is a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association. Provide DUNS for each.

Firm 1:

Nature of Association:

Firm 2:

Nature of Association:

Firm 3:

Nature of Association:

ATTACHMENT 2**COMPANY SPECIALIZED EXPERIENCE - OFFEROR OR KEY SUBCONTRACTOR**

Provide the following information to show example projects, that are well underway (i.e., at least 80% construction completed) or completed within the past **ten** (10) years of the date of this Solicitation, that are similar in “Type/Scope” and “Complexity” as defined in paragraph 6.2.2. Use one form per project. Note that in accordance with paragraph 4.5, “Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. **Failure to provide sufficient detail may result in an unacceptable rating.**”

Your firm’s name:

Name of project:

Location of project:

Name of owner/client:

5. Owner’s point of contact (POC):

6. Current telephone number and e-mail address of owner’s POC:

7. Was this work performed as a Prime Contractor, Joint Venture Partner, Sub-Contractor? (Please specify):

8. If work was performed as a Prime Contractor, indicate work self-performed:

9. If work was performed as a Joint Venture Partner, indicate your firm’s role in the partnership.

10. Specific features of the project detailing its “Type/Scope” with respect to paragraph 6.2.2.3.a:

11. Specific features of the project detailing its “Type/Scope” with respect to paragraph 6.2.2.3.b:

12. Specific features of the project detailing its “Type/Scope” with respect to paragraph 6.2.2.3.c:

13. Specific features of the project detailing its “Type/Scope” with respect to paragraph 6.2.2.3.d:

14. Specific features of the project detailing its “Complexity” with Respect to paragraph 6.2.2.4.a:

15. Specific features of the project detailing its “Complexity” with respect to paragraph 6.2.2.4.b:

16. Dates Construction: Began _____; Completed _____

17. If construction has not been completed, Is It “Well Underway”, i.e., at Least 80% Construction Progress Completed? Indicate scheduled completion date _____

18. Were you terminated or assessed liquidated damages? ____ (If either is “Yes”, please explain.)

ATTACHMENT 3

LETTER OF COMMITMENT OF KEY SUBCONTRACTOR
(USE SUBCONTRACTOR'S COMPANY LETTERHEAD)

TO: Contracting Officer

SUBJECT: Letter of Commitment for Proposed Contract (Insert Name and Contract
Number)_____

Dear Sir or Madam:

I hereby make the unequivocal commitment that, in the event of an award of a contract to (Fill in name of Offeror),
that (Insert the name of the subcontractor) will fulfill the duties of (state role on the project).

Sincerely,

(Authorized Official from Key Subcontractor)

Date: _____

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)	
CONTRACT INFORMATION (Contractor to complete Blocks 1-4)	
1. Contractor Information Firm Name: _____ CAGE Code: _____ Address: _____ DUNs Number: _____ Phone Number: _____ Email Address: _____ Point of Contact: _____ Contact Phone Number: _____	
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain) Percent of project work performed: _____ If subcontractor, who was the prime (Name/Phone #): _____	
3. Contract Information Contract Number: _____ Delivery/Task Order Number (if applicable): _____ Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy): _____ Contract Completion Date (mm/dd/yy): _____ Actual Completion Date (mm/dd/yy): _____ Explain Differences: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain Differences: _____	
4. Project Description: Complexity of Work <input type="checkbox"/> High <input type="checkbox"/> Med <input type="checkbox"/> Routine How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) _____ _____ _____	
CLIENT INFORMATION (Client to complete Blocks 5-8)	
5. Client Information Name: _____ Title: _____ Phone Number: _____ Email Address: _____	
6. Describe the client's role in the project: _____ _____ _____	
7. Date Questionnaire was completed (mm/dd/yy): _____	
8. Client's Signature: _____	

NOTE: USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS.

CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

RATING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. QUALITY:	
a) Quality of technical data/report preparation efforts	E VG S M U N
b) Ability to meet quality standards specified for technical performance	E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E VG S M U N
3. CUSTOMER SATISFACTION:	
a) To what extent were the end users satisfied with the project?	E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E VG S M U N
d) Overall customer satisfaction	E VG S M U N
4. MANAGEMENT/ PERSONNEL/LABOR	
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E VG S M U N
c) Government Property Control	E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	E VG S M U N
e) Utilization of Small Business concerns	E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E VG S M U N
5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-	E VG S M U N

up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E VG S M U N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	E VG S M U N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

END OF SECTION 00 22 11

Section 00 45 00 - Representations & Certifications

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220..

(2) The small business size standard is \$36,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(X) Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by

clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<https://www.acquisition.gov/far>

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section 00 72 00 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-6	Construction Wage Rate Requirements	MAY 2014

52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	MAY 2014
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-30	Construction Wage Rate Requirements--Price Adjustment (None or Separately Specified Method)	MAY 2014
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-11	Pledges Of Assets	JAN 2012
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-15	Performance and Payment Bonds--Construction	OCT 2010
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-12	Advance Payments	MAY 2001
52.232-17	Interest	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-2	Service Of Protest	SEP 2006

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 1997) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2015
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7000	Advancing Small Business Growth	SEP 2016
252.219-7010	Notification of Competition Limited to Eligible 8(A) Concerns--Partnership Agreement	MAR 2016
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Aug 2016)	AUG 2016
252.225-7002	Qualifying Country Sources As Subcontractors	AUG 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements--Basic (Jun 2016)	JUN 2016
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7003	Payment for Mobilization and Preparatory Work	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **913 days after issuance of notice to proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1080.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 120 days after Notice to Proceed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Virginia District Office will notify the Norfolk District Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to **803 Front Street, Norfolk, VA 23510**.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **fifteen (15%)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<https://www.acquisition.gov/far>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration Virginia District Office 400 North 8th St. Suite 1150 Richmond, VA 23219 Attn: Florine Duncan 804-771-2400

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.228-7004 BONDS OR OTHER SECURITY (DEC 1991)

(a) Offerors shall furnish a bid guarantee in the amount of \$ amount of proposal with their bids. The Offeror receiving notice of award shall furnish--

(1) A performance bond in the penal amount of \$ amount of contract ; and

(2) Payment in full of any sum due the Government.

(b) The Contractor shall furnish the performance bond to the Contracting Officer within 10 days after receipt of the notice of award. The Contracting Officer will not issue the notice to proceed until receipt of an acceptable performance bond and payment of any sum due the Government.

(c) Bonds supported by sureties whose names appear on the list contained in Treasury Department Circular 570 are acceptable. Performance bonds from individual sureties are acceptable if each person acting as a surety provides a SF 28, Affidavit of Individual Surety, and a pledge of assets acceptable to the Contracting Officer.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
All Full Size Drawings		
RACP FY 15 Specs Vol I		
RACP FY 15 Specs Vol II		

(End of clause)

Section 00 73 46 - Wage Determination Schedule

SPECIAL CONTRACT REQUIREMENTS

1. Department of Labor Wage Decision (Construction)

Any contract awarded as a result of this solicitation will be subject to the U.S. Department of Labor Wage Decision(s) provided following Section 00 73 00 identified as VA 160071 07/15/2016 VA 71.
General Decision Number: VA160071 07/15/2016 VA71

Superseded General Decision Number: VA20150071

State: Virginia

Construction Type: Building

Any

Counties: Essex, Northampton, Northumberland, Richmond and
Westmoreland Counties in Virginia.

BUILDING CONSTRUCTION PROJECTS (does not include single family
homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage
of \$10.15 for calendar year 2016 applies to all contracts
subject to the Davis-Bacon Act for which the solicitation was
issued on or after January 1, 2015. If this contract is covered
by the EO, the contractor must pay all workers in any
classification listed on this wage determination at least
\$10.15 (or the applicable wage rate listed on this wage
determination, if it is higher) for all hours spent performing
on the contract in calendar year 2016. The EO minimum wage rate
will be adjusted annually. Additional information on contractor
requirements and worker protections under the EO is available
at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
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0	01/08/2016
1	01/15/2016
2	03/25/2016
3	07/15/2016

ASBE0024-011 10/01/2015

WESTMORELAND COUNTY

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR.....	\$ 34.33	13.92
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Includes the application of all insulating materials,
protective coverings, coatings and finishes to all types of
mechanical systems

ASBE0085-003 05/01/2014

ESSEX, NORTHAMPTON, NORTHUMBERLAND and RICHMOND COUNTIES

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST

INSULATOR

Includes the application

of all insulating
materials, protective
coverings, coatings and
finishes to all types of
mechanical systems.....\$ 21.71 11.21

BOIL0045-002 01/01/2016

Rates Fringes

BOILERMAKER.....\$ 31.92 25.21

ELEC0026-028 06/01/2011

WESTMORELAND COUNTY

Rates Fringes

ELECTRICIAN.....\$ 27.80 13.37+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin
Luther King Jr.'s Birthday, Memorial Day, Independence Day,
Labor Day, Veterans' Day, Thanksgiving Day, the day after
Thanksgiving and Christmas Day.

ELEC0080-008 03/01/2010

NORTHAMPTON COUNTY

Rates Fringes

ELECTRICIAN.....\$ 23.75 14.67%+5.00+a

a. Workmen shall take off 2 hours with pay, at the discretion of the employer, on State and National Election days; Tuesday following the first Monday in November, provided they are qualified and vote.

ELEC0666-011 03/01/2016

ESSEX COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.53	43%

ELEC1340-009 12/01/2015

NORTHUMBERLAND and RICHMOND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.00	12.15

* SHEE0100-031 07/01/2016

ESSEX, RICHMOND and WESTMORELAND COUNTIES

	Rates	Fringes
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SHEET METAL WORKER (HVAC Duct

Installation Only).....\$ 26.42 16.41

SUVA2010-083 09/14/2010

Rates Fringes

BRICKLAYER.....\$ 21.39 0.87

CARPENTER.....\$ 17.13 0.46

CEMENT MASON/CONCRETE FINISHER...\$ 11.79 0.00

LABORERS

Common or General.....\$ 10.63 1.15

Pipelayer.....\$ 10.05 2.28

PAINTER: Brush and Roller.....\$ 14.00 0.00

PIPEFITTER (HVAC Pipe

Installation Only).....\$ 30.27 13.20

PLUMBER.....\$ 19.53 7.64

POWER EQUIPMENT OPERATOR:

Backhoe.....\$ 13.80 0.00

Crane.....\$ 19.95 7.39

Roller.....\$ 12.60 1.29

TRUCK DRIVER, Includes All

Dump Trucks.....\$ 11.25 0.57

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

2. REQUIRED INSURANCE

The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

TYPE	AMOUNT
Workers Compensation	As required by State law
Employer's Liability	\$100,000 per person
General Liability	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle):	
Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property damage	\$20,000 per occurrence

Prior to commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

3. PERFORMANCE OF WORK BY CONTRACTOR

Offeror's attention is directed to FAR 52.236-1, "Performance of Work by Contractor." Contractor is required to furnish a description of the work which will be performed by his own organization, (e.g., earthwork, paving, etc.), the percentage of the total work this represents, and the estimated cost thereof. Such description of work to be performed by the contractor's own organization shall be provided to the Contracting Officer within 10 days of each task order awarded under this contract.

4. PERFORMANCE EVALUATION OF CONTRACTOR

As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government. The format for the evaluation will be DD Form 2626, and the Contractor will be rated either "Outstanding," "Satisfactory," or "Unsatisfactory" in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised on any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation; all contractor comments will be made a part of the official record. In compliance with DOD FAR Supplement 236.201, Performance Evaluation Reports will be available to all DOD Contracting Offices for their future use in determining contractor responsibility.

5. LOCATION OF SITE ON A GOVERNMENT RESERVATION

The site of the work is on a government reservation and all rules and regulations issued by the Commanding Officer covering general safety, security, and sanitary requirements, etc., shall be observed by the contractor.

6. ACCIDENT PREVENTION PLAN

In accordance with the clause entitled "Accident Prevention," the contractor will not be allowed to commence work on the job site until an acceptable accident prevention plan has been submitted. The contractor will receive official notification of the acceptance of his accident prevention plan.

7. IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the contractor under this contract shall reference the contract number.